accepted. *Paul* v. *Trav. Ins. Co.*, 112 N. Y. 472; *Ripley* v. *Ry. Assur. Co.*, 16 Wall. 336; *Dozier* v. *Fid. & Cas. Co.*, 46 Fed. 446; RICHARDS, INSURANCE, 538; VANCE, INSURANCE, 566. But if the distinction be maintained between accidental *result* and accidental *means*, then it would seem that the act which preceded the poisoning,—that is, the eating of the food,—was voluntary and unattended with any chance or unforeseen occurrence which would render it an accident.

INSURANCE.—PAROL CONTRACTS.—Plaintiff applied to defendant's authorized agents for two policies of insurance on two lots of tobacco, one for $3,000 and the other for $2,500. The agents agreed that they would insure the tobacco and, not being able to issue the policy immediately, executed two writings, known as "binders," specifying insurance from that date, and stating the property insured, the parties, the period of risk, and the amount of insurance. This was in accordance with the usual practice followed in insuring tobacco. The tobacco was destroyed before the policies had been issued and delivered to plaintiff. A standard form of policy was prescribed by statute. Defendant having refused to pay the amount of the insurance plaintiff brought action on the two contracts. *Held*, that plaintiff was entitled to recover, in that a parol contract of insurance is valid even though a standard form has been adopted by statute, the statute "never being intended to furnish the opportunity or temptation to a company to change the form of the contract and thereby escape liability." *Lea* v. *Atl. Fire Ins. Co.*, (N. C. 1915) 84 S. E. 813.

The great weight of American authority concedes that an oral or parol contract of insurance is valid; 1 MAY, INSURANCE, (3rd. ed.) 26; RICHARDS, INSURANCE, 102; VANCE, INSURANCE, 155; 19 CYC. 600; and that a "binder" or memorandum, such as that issued in the instant case, evidences a binding contract of insurance. *Van Tassel* v. *Greenwich Ins. Co.*, 184 N. Y. 607; *Kerr* v. *Ins. Co.*, 124 Fed. 835. In this case, however, the further question is presented as to whether a parol contract of insurance is rendered invalid by the fact that a standard form of policy has been prescribed by statute. While most decisions state that a parol contract of insurance is valid *"unless prohibited by statute,"* there appear to be only two cases in which this precise question has been directly passed upon. *Hicks* v. *Ins. Co.*, 162 N. Y. 284; *Floars* v. *Ins. Co.*, 144 N. C. 232. In these cases, the proposition was made that "the enactment of a statute which establishes a standard form for a policy, the statute being only affirmative in its terms, will not invalidate an oral contract; * * * the law will read into the contract the standard policy as fixed by the statute." The same view has been taken in various other cases but only in peculiar circumstances, and never in such general terms and in such precise language. *Commercial Ins. Co.* v. *Union Ins. Co.*, 19 How. 318; *Walker* v. *Mut. Ins. Co.*, 56 Me. 371. It would seem to find additional support, however, in the principle that a statute which prescribes a standard policy is not intended to visit a penalty on the insured for failure to adopt the form designated. *Blount* v. *Frat. Assn.*, 163 N. C. 170; *Armstrong* v. *Ins. Co.*, 95 Mich. 139.